

2402

AGREEMENT

between

TOWNSHIP OF GLOUCESTER  
COUNTY OF CAMDEN, NEW JERSEY

and

GLOUCESTER TOWNSHIP POLICE COMMITTEE  
(SUPERIOR OFFICERS UNIT)

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JANUARY 1, 1993, through DECEMBER 31, 1995

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SENIOR OFFICERS' CONTRACT  
TABLE OF CONTENTS

	Preamble	Page 3
Article 1	Legal Reference	Page 4
Article 2	Recognition	Page 4
Article 3	Police Officers' Rights	Page 4
Article 4	Management Rights	Page 6
Article 5	Sick Leave	Page 7
Article 6	Injury Leave	Page 10
Article 7	Liability & False Arrest Insurance	Page 11
Article 8	Clothing Allowance	Page 12
Article 9	Funeral Leave	Page 13
Article 10	Rules & Regulations	Page 14
Article 11	Non-Discrimination	Page 15
Article 12	Hospitalization	Page 16
Article 13	Ban on Strikes	Page 16
Article 14	Embodiment of Agreement	Page 17
Article 15	Miscellaneous	Page 17
Article 16	Promotions	Page 18
Article 17	Grievances	Page 18
Article 18	Joint S.O.N.C. Management Committee	Page 20
Article 19	Flexibility of Assignment	Page 21
Article 20	Vacations	Page 22

Article 21	Holidays	Page 22
Article 22	Hours of Employment	Page 24
Article 23	Dental Plan	Page 27
Article 24	Not Used	Page 27
Article 25	Shift Differentials	Page 27
Article 26	College Credits	Page 29
Article 27	Payment at Higher Rank	Page 30
Article 28	Wages & Longevity	Page 30
Article 29	Outside Employment	Page 31
Article 30	Prescription Plan	Page 31
Article 31	FOP, PBA Officers, Delegates or Trustees	Page 32
Article 32	Emergency Standby	Page 32
Article 33	Training	Page 32
Article 34	Scheduling - Compensation	Page 33
Article 35	Dues Deduction & Agency Shop	Page 33
Article 36	Enlistment Agreement	Page 36
Article 37	Terms & Conditions	Page 37
	Schedule "A"	Page 39
	Appendix "A"	Page 40

PREAMBLE

THIS AGREEMENT, made and entered into at the Township of Gloucester, County of Camden, New Jersey, this 1st day of January, 1993, by and between the Township of Gloucester, hereinafter referred to as the "Township", and the Superior Officers Negotiating Committee, hereinafter referred to as the "S.O.N.C.",

WITNESSETH:

WHEREAS, the Township and the S.O.N.C. recognize and declare that providing quality police protection for the Township is their mutual aim; and

WHEREAS, the Township Council and the Mayor retain the basic decision making powers over fiscal and management policies, although they are willing to consult with employee representatives on employee oriented matters; and

WHEREAS, the Superior Officers of the police force are particularly qualified to advise the formulation and policies and programs designed to improve the standards of police protection; and

WHEREAS, the Township has obligation, pursuant to Chapter 303, Public Laws 1968 to negotiate with the S.O.N.C. as the representative of employees hereinafter designated with respect to the terms and conditions of employment; and,

WHEREAS, the parties have reached certain understandings which they desire to confirm in this AGREEMENT.

In consideration of the following mutual covenants, it is hereby agreed as follows.

ARTICLE I: LEGAL REFERENCE

A. Nothing contained in this AGREEMENT shall alter the authority conferred by Law, Ordinance, Resolution of Administrative Code and Police Department Rules and Regulations upon any Township Official or in any way abridge or reduce such authority. This AGREEMENT shall be construed as requiring Township Officials to follow the terms contained herein, to the extent that they are applicable in the exercise conferred upon them by Law.

B. Nothing contained herein shall be construed to deny or restrict to any police officer such rights as he may have under any other applicable Laws and Regulations. The rights granted to policemen hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE II: RECOGNITION

A. The Township hereby recognizes the S.O.N.C. as the sole and exclusive negotiating agent and representative for all Patrolmen employed in the Township of Gloucester Police Department, but excluding the Chief of Police, Deputy Chief of Police.

B. The title "police officer", "officer", "superior officer", "member", or "employee" shall be used interchangeably and shall be defined to include the plural as well as the singular and to include males and females, uniformed members and non-uniformed members.

ARTICLE III: POLICE OFFICERS' RIGHTS

A. Pursuant to Chapter 303, Public Laws 1968, the Township hereby agrees that every Superior Officer shall have the right freely to organize, join, and support the S.O.N.C. and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under color of laws of the State of New Jersey, the Township

undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any police officer in the enjoyments of any rights conferred by Chapter 303, Public Laws 1968 or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any police officer with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the S.O.N.C. and its affiliates, his participation in any activities of the S.O.N.C. and its affiliates, collective negotiations with the Township or his institution of any grievance, complaints, or proceeding under this AGREEMENT or otherwise with respect to any terms or conditions of employment.

B. Representatives of the S.O.N.C. shall be permitted time off without loss of pay to attend negotiating sessions, provided the efficiency of the Department is not affected thereby.

C. A Police Officer shall have the right to inspect their personnel file on reasonable notice and at reasonable times provided a designated superior officer is present at the time of inspection.

D. The Township agrees to notify the individual police officer if any material discriminatory to the police officer is placed in their personnel jacket.

E. In the event an officer dies while in the employ of the Township, then his/her estate shall be awarded the full benefits (longevity, unused vacation leave, unused sick time, etc), which were earned and accumulated while in the employ of the Township, provided the sick pay will only be paid as provided in Article V C.1; C.2 and D. In addition, the surviving spouse shall be continued on the Township medical plan for a period of five years after the officer's death.

ARTICLE IV: MANAGEMENT RIGHTS

A. Except to the extent expressly modified by a specific provision of this AGREEMENT, the Township of Gloucester reserves the right and retains solely and exclusively all of its Statutory and Common Law Rights to manage this operation of the Police Department of the Township of Gloucester, New Jersey, as such rights existed prior to the execution of this or any other previous AGREEMENT with the S.O.N.C..

B. The sole and exclusive rights of the Township of Gloucester, New Jersey, which are not abridged by this AGREEMENT, shall include, but are not limited to:

1. Determine the existence or non-existence of facts which are the basis of the Township Police Department and/or Management decision;
2. Establishing or continue policies, practices, or procedures for the citizens of the Township of Gloucester, and from time to time, to changing or abolishing such practices or procedures;
3. Determining, and from time to time modify the number, locations, and relocation and types of its officers and employees or to discontinuing any performance by officers or employees of the Township
4. Determining the number of hours per day or week any operation of the Police Department may be carried on;
5. Selecting and determining the number and types of officers required;
6. Assign such work to such officers in accordance with the requirements determined by the Department of Police and Mayor;
7. Establishing training programs and upgrading requirements for officers and/or employees within the Department;
8. Establishing and changing work schedules and assignments;

9. Transferring, promoting, or demoting officers or employees for just cause, or to lay off; terminating or otherwise relieving officers and/or employees from duty for lack of work or other legitimate reasons;

10. Determining the facts of lack of work;

11. Continuing, altering, making, and enforcing reasonable rules for the maintenance of discipline;

12. Suspending, discharging, or otherwise taking such measure as the Mayor may determine to be necessary for the orderly and efficient operation of the Department of Police for the Township of Gloucester, New Jersey, provided, however, nothing herein shall prevent an officer from presenting his grievance for the alleged violation of any article or specific term of this AGREEMENT.

#### ARTICLE V: SICK LEAVE

A. Sick leave means the absence from duty of a member of the Police Department because of personal illness by reason of which such member is unable to perform the usual duties of the position because of exposure to contagious disease, or other illness, or in any emergency situation where because of a member of the immediate family (spouse & children) having an illness requiring the officer remaining at home to care for same, or caring for the household. Such an emergency situation shall be documented upon request of the Chief of Police. Each member of the police department covered by this contract shall be granted twenty-one (21) sick days per year, three (3) of which may be taken as personal days and noted as such on the member's personnel record. The only limitation on the granting of personal day leave shall be the manpower requirements of the police department. Two (2) additional days of the above mentioned sick leave may be



taken as personal business days and noted as such on the member's personnel record. Personal business days shall be used for the personal business of a member of such a nature that it cannot be scheduled at the convenience of the member or for a personal or household emergency which requires the immediate attention of the member. The reason for the request for a personal business day must be stated at the time of application for leave from duty.

B. Sick leave shall be cumulative from year to year.

C. 1. All members hired prior to January 1, 1938, shall receive upon retirement the sum of twenty (\$20.00) dollars for each unused sick day accumulated prior to January 1, 1977.

2. Commencing on January 1, 1978, members shall be paid 50% of a full day's pay for each day of sick leave accumulated from that date upon honorable separation from service and upon the recommendation of the Chief of Police. This shall be paid at the salary level then in effect at the time of retirement.

3. At the option of an employee, and in lieu of payment under Sections C1 and C2 of this article, the total accumulated sick leave of such employee may be taken, prior to retirement, as terminal leave on a day for day basis.

D. All employees hired on or after January 1, 1988, shall be paid one (100%) percent of a full day's pay for each day of sick leave accumulated from that date upon honorable separation from service and upon the recommendation of the Chief of Police. This shall be paid at the salary level then in effect at the time of retirement. All monies paid out pursuant to this Section shall be paid in equal amounts over three (3) years commencing in the year following the employee's retirement.

E. Any member who has exhausted his accumulated sick leave, by reason of illness, as proved to the satisfaction of the Chief of Police, shall be continued on the Township Blue Cross/Blue Shield Program, Dental Program, Prescription Plans, or any other Medical Insurance Program until he shall return to duty.

F. In the event a member shall have no sick leave, either allowable or cumulative, and is granted leave for personal business, such leave must be approved by the Chief of Police.

G. Service Connected Serious Communicable Disease: Any officer who shall suffer from a serious communicable disease, it shall with a rebuttable presumption, be that the disease was contracted on the job, provided that the officer is an active member of the Gloucester Township Police Department. An officer for the purpose of this section (Article 5 G) will be considered an "active" member within one year after either retirement or honorable separation from the department. The determination of "service connected" will be by a panel of doctors, one selected by the officer, one selected by the Mayor and one selected by an independent arbitrator appointed by P.E.R.C. If a formal workers compensation claim is submitted then the workers compensation rules and regulations will be utilized to make the determination of "service connected".

H. Pregnancy and Maternity/Paternity Leave:

1. Except for reasons of health or inability to perform her job, a pregnant officer shall be permitted to work, providing the attending physician approves and so advises in writing. A pregnant officer shall be granted earned and accumulated sick and vacation leave time during the time prior to and after the actual date of birth.

2. Officers requesting paternity leave shall be granted earned and accumulated sick and vacation leave time after the actual date of birth. Provided that certifying to the Chief of Police that they will not engage in outside employment during the hours of the day that they would normally be on duty.

3. Additional time, without pay, may be granted for reasons of the employee's individual setting forth the necessity therefore.

4. A request for pregnancy or maternity/paternity leave shall be made in writing, at least one (1) month prior to the effective date of the requested leave.

#### ARTICLE VI: INJURY LEAVE

A. In the event an employee becomes disabled by reason of work related injury or illness and is unable to perform his duties, then in addition to any sick leave benefits otherwise provided for herein, he may be entitled to full pay for a period of up to one (1) year, on the recommendation of the Chief of Police and approval by the Mayor.

B. Any employee who is injured, whether slight or severe, while working, must make an immediate report prior to the end of the shift thereof to the immediate supervisor, or as soon thereafter as possible. Failure to so report said injury may result in the failure of the employee to receive compensation under this Article.

C. The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that he is unable to work, and the Township may reasonably require the employee to present such certificate from time to time.

D. If the Township does not accept the certificate of the physician designated by the insurance carrier, the Township shall have the right, at

its own cost, to require the employee to obtain a physical examination and certification of fitness by a physician appointed by the Township.

E. In the event the Township's physician certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated. However, if the employee disputes the determination of the Township physician, then the Township and the employee shall mutually agree upon a third physician, who shall then examine the employee. The cost of the third physician shall be borne equally by the Township and the employee. The determination of the third physician as to the employee's fitness to return to duty shall be final and binding upon the parties. In the event the third physician also certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated.

F. In the event any employee is granted said injury leave, the Township's sole obligation shall be to pay the employee the difference between his regular pay and any compensation, disability or other payments received from other sources. At the Township's option, the employee shall either surrender and deliver any compensation, disability or other payments to the Township and receive his entire salary payment, or the Township shall only pay the difference.

#### ARTICLE VII: LIABILITY AND FALSE ARREST INSURANCE

A. The Township agrees to cover all members of the Department with False Arrest & Liability Insurance in the amount of Two Hundred Fifty Thousand (\$250,000) Dollars - Five Hundred Thousand (\$500,000) Dollars.

B. 1. In addition, whenever an employee is a defendant in any action or legal proceeding arising out of, or incidental to the performance of his duties, the governing body of the municipality shall provide said

member or officer with necessary means for the defense of such action or proceeding.

2. Legal defense shall not be provided for the employee in a disciplinary hearing instituted against him by the municipality or in a criminal proceeding instituted as a result of a complaint on behalf of the municipality. If any such disciplinary or criminal proceeding instituted by, or on complaint of the municipality, shall be dismissed or finally determined in favor of the employee, he shall be reimbursed for the expense of his defense.

ARTICLE VIII: CLOTHING ALLOWANCE

A. 1. Effective January 1, 1993, all employees shall receive the sum of nine hundred seventy-five (\$975.00) dollars per year as a uniform and/or clothing allowance. Fifty (50%) percent of this allowance is to be paid on the second pay day in January, and fifty (50%) percent on July 1st.

2. The amount for 1994 will be \$1,050.00, and 1995 will be \$1,125.00, payable each year on the same dates as the 1993 payments.

B. In the event of a uniform change specified by the Township, the Township shall be responsible for issuing the initial amounts of new uniforms required for the change.

C. The Township shall replace or repair all uniforms damaged while on duty.

D. New employees shall be issued the full amount of initial uniforms and equipment as required under present departmental regulations. This shall include, but not be limited to, full Summer & Winter uniforms, weaponry, rain wear, shoes and boots, and leather goods. Clothing Allowance for new employees shall not be payable until the completion of one (1)

year of service from their date hire. Payment shall then be made on a pro-rated basis for the remainder of the calendar year.

ARTICLE IX: FUNERAL LEAVE

A. 1. In the event of death, in the employee's immediate family, the employee shall be granted time off without loss of pay commencing on the day of death, but in no event to exceed seven (7) working days.

2. The term "immediate family" shall include only spouse, father, mother, or child.

B. 1. In the event of death in the employee's extended family, the employee shall be granted time off without loss of pay commencing on the day of death, but in no event more than three (3) working days.

2. The term "extended family" shall include only brother, sister, father-in-law, mother-in-law, grandmother or grandfather, and brother-in-law or sister-in-law.

3. Funeral leave as provided in this Section is intended to be used solely for the purpose of handling necessary arrangements and attending the funeral of the deceased family member.

C. Funeral leave may be extended at the sole discretion of the Chief of Police.

D. In the event that the death of an extended family member causes an additional burden on the employee him/herself as defined below, the employee will receive his regular rate of pay for the first seven (7) working days following the death of such family member.

E. "Additional Burden" Defined: The employee must in addition to making the usual necessary funeral arrangements and attendance be called upon to:

1. Have to physically move the household furniture and belongings of the deceased or their survivors to another location.

2. Have to arrange to dispose of or transfer the business concerns of the deceased.

3. Have to arrange for the care of survivors of the deceased.

F. Funeral leave for any other situation not specifically covered under the terms of this article may be granted by the Chief of Police upon application by a member covered under this contract, giving sufficient cause for such leave to be granted.

G. In the event of an officer's death in the employ of the Township, the officer's direct beneficiaries shall receive the officer's accrued Vacation and Sick Leave payments in a lump sum on the same base as if the officer retired.

#### ARTICLE X: RULES AND REGULATIONS

A. The Mayor shall establish and enforce binding rules and regulations in connection with the operation of the Police Department, and maintenance of discipline, provided such rules and regulations are not in conflict with the provisions of this AGREEMENT. Copies shall be furnished to the Association. It is understood that application of this AGREEMENT shall not in any way hamper enforcement of the Departmental Rules & Regulations.

B. It is understood that all employees shall comply with all rules and regulations of the Department, and orders or directives issued by the Chief of Police or his designee, from time to time. Employees shall promptly and efficiently execute the instructions and order of superior officers. If an employee or employees believe a rule, regulation, instruction, or order of an officer or other superior is unreasonable, or unjust,

the employee or employees shall comply with the rule, regulation, order or instruction, but with the further provision that such employee or employees may regard the rule regulation, order, or instruction as a grievance which shall be handled in accordance with the grievance procedure set forth in Article XVII of this contract.

C. In the event that an employee or employees shall refuse to comply with the rule or regulation, or shall refuse to execute promptly and efficiently an instruction or order of a superior officer, appropriate action shall be within the province of the superior officer within the framework of Department Rules & Regulations, subject only to the right of employee to file a grievance.

D. All members of the Police Department shall be issued a Manual containing all rules, regulations, general orders, and policy statements plus other orders presently in effect in the Police Department. If any changes in the above mentioned areas are made, said changes shall be issued and inserted in the Manual.

E. The Township shall keep an up-to-date compilation of all S.O.P.'s, Special Orders, and memos. These shall be kept in a location as to be readily available to all members of the department at all time for their inspection and review on a 24 hour basis.

#### ARTICLE XI: NON-DISCRIMINATION

The parties hereto agree that neither shall discriminate against any employee because of his membership or non-membership in the PBA or FOP, or his participation in activities herein prescribed, nor discriminate against any member of the PBA or FOP for any action involving his management duties on behalf of the Department of Police, Township of Gloucester, New Jersey.



ARTICLE XII: HOSPITALIZATION

A. The Township agrees to provide a Blue Cross/Blue Shield, HMO, or an independent hospitalization policy containing similar benefits as well as Major Medical insurance for the employee and his dependents, with these benefits continued upon the member's retirement until Social Security age is reached for Medicare.

B. 1. There shall be no deductible for the Major Medical Insurance.

2. All medical bills that previously had been utilized by employees to reduce the Major Medical Deductible shall be submitted to the Township and may be utilized by the Township as it deems necessary.

C. 1. The Township agrees to provide for all members that opt not to participate in coverage provided in Paragraphs "A" and "B" above, an amount of \$3,900.00 to be used for Hospitalization Insurance, Prescription Plan, Eyeglass Plan, Dental Plan, and any other insurance coverages as determined by the Township and permitted by I.R.S. in accordance with a "menu", procedures, exclusions, requirements, etc. as determined by the Township.

2. All employees will receive a copy of the Plan Document which will include the "menu", procedures, exclusions, requirements, etc.

ARTICLE XIII: BAN ON STRIKES

A. It is recognized that the prevention of crime, the preservation of law and order, and protection of life and property is the responsibility of members of the Police Department, and it is further recognized that the need for continued and uninterrupted operation of the Police Department is of paramount importance to the citizens of the community. Therefore, there shall be no interference with such operation.

B. Adequate procedures having been provided for the equitable settlement of grievances arising out of this AGREEMENT, parties hereto agree that there shall not be and that the S.O.N.C., its officers, members, agents, or principals, will not engage in encourage, sanction, or suggest strikes, slow downs, mass resignations, mass absenteeism, or other suspension of, or interference with, normal work performance.

#### ARTICLE XIV: EMBODIMENT OF AGREEMENT

A. This document constitutes the sole and complete agreement between the parties as to the terms and conditions set forth herein. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective bargaining. This Agreement represents the full and final agreement between the Township and the S.O.N.C..

B. The Township agrees that all benefits, terms and conditions of employment and past practices relating to the status of the employees covered by this AGREEMENT shall be maintained at not less than the highest standards in effect at the time of the commencement of collective bargaining leading to the execution of this AGREEMENT.

C. The Township shall perform no act which will conflict with the terms of this AGREEMENT.

#### ARTICLE XV: MISCELLANEOUS

A. If any provisions of this AGREEMENT or any application of this AGREEMENT to any employee or group of employees is held to be contrary to Law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by Law, but all other provisions or applications shall continue in full force and effect.

B. The provisions of this AGREEMENT shall be subject to and subordinated to and shall not annul or modify existing applicable provisions of State & Local Laws except as such particular provisions of this contract modify existing local laws.

C. If any provision of this AGREEMENT is held contrary to law, then the S.O.N.C. and the Township shall collectively negotiate to try and bring that provision into alignment with the conflicting law, or if that is impossible to negotiate a new provision or benefit, within the scope of the matter covered by the provision deleted, to take the place of that unlawful provision.

#### ARTICLE XVI: PROMOTIONS

The Township agrees that promotions shall be made in accordance with Civil Service Rules & Regulations. It further agrees not to discriminate on promotions because of religion, race, creed, politics, sex or age.

#### ARTICLE XVII: GRIEVANCES

A. The intent of the parties to this AGREEMENT is that the procedures hereinafter set forth shall serve as a means of peaceful settlement of all disputes that may arise between the parties as to the meaning or application of provisions of this AGREEMENT.

B. It is further understood that suspension, demotion, and discharge shall be made in accordance with Township Ordinance 0-82-16 as amended, known as the Administrative Code, State Statute, and Civil Service. In the event such actions are sustained, the aggrieved individual shall possess all rights of appeal as an individual pursuant to Civil Service as provided by law. A disciplinary proceeding shall not be subject to the grievance procedure.

STEP 1 As to grievances, the aggrieved employee shall present the grievance orally or in writing to his immediate superior. The grievance must be presented within ten (10) working days of its occurrence or knowledge of its occurrence. The Superior will give his verbal answer or written answer within five (5) working days of the date of presentation of the grievance.

STEP 2 If the grievance is not settled in STEP 1, it shall be reduced to writing and presented through the Chain of Command to the level that would have control over the grievance. The Chief of Police should be included in the decision. The grievance shall be prepared in detail and be dated. That level will reply to the grievance in writing within five (5) working days of the date of the presentation of the written grievance. The aggrieved employee may be represented by an attorney, or representatives from PBA, FOP, or the Employee bargaining unit in presenting his grievance.

STEP 3 If the grievance is not settled in STEP 2, the written grievance shall be presented to the Mayor within five (5) working days after the response is given. The Mayor, after a grievance hearing, at which the employee shall have the right to have his representative present, will reply to the grievance in writing within seven (7) days of the date of the presentation of the written grievance (Saturday, Sunday, and Holidays excluded).

STEP 4 If the grievance is not settled in STEP 3, it will be submitted to an arbitrator from P.E.R.C. or the American Association of Arbitration, mutually agreeable to both parties. The cost of such arbitration will be borne by the party not upheld by the arbitrator. The arbitrator's decision shall be final and binding.

C. A grievance may be filed by the S.O.N.C. at its own instigation or at the request of any officer covered under this agreement instead of an individual officer at the sole discretion of the S.O.N.C..

D. In filing a grievance the S.O.N.C. will not be required to observe STEP 1, but will instead submit the grievance directly to the Chain of Command as in STEP 2. A grievance submitted to the Chief of Police or Deputy Chief of Police, by the S.O.N.C., will have complied with the requirements of STEP 2. The time limits, procedures, and additional steps in the grievance procedure will then be observed by the S.O.N.C. and Township as outlined in this aforementioned procedure.

ARTICLE XVIII: JOINT S.O.N.C. MANAGEMENT COMMITTEE

A. A committee consisting of the Mayor, Chief of Police and the S.O.N.C. shall be established for the purpose of reviewing the administration of this AGREEMENT and to resolve problems that may arise. Said committee will meet when necessary and required. These meetings are not intended to bypass the grievance procedure or to be considered contract negotiation meetings.

B. The purpose and intent of such meeting is to foster good employment relations through communications between the Township and the S.O.N.C. on such matters as:

1. Discussing questions arising over the interpretation and application of this AGREEMENT.

2. Disseminating general information of interest to the parties.

3. Giving S.O.N.C. representative the opportunity to express their views or to make suggestions on subjects of interest to employees of the bargaining unit.

4. Notifying the employees in the bargaining unit of change in non-bargainable conditions of employment contemplated by management.

5. The promotion of education and training.

6. The elimination of waste and the conservation of materials and supplies.

7. Improving of working conditions, the safeguarding of health and prevention of hazards to life and property and the strengthening of the morale of the employees.

ARTICLE XIX: FLEXIBILITY OF ASSIGNMENT

A. Employees, regardless of regular assignments, may be reassigned to perform any duty related to their profession as police officers, including any duties connected with:

1. Prevention & detection of crime;
2. Enforcement of laws & ordinances;
3. Protection of life & property;
4. Arrest of violators of the law;
5. Direction of traffic;
6. Regulation of non-criminal behavior of the citizenry; and
7. Preservation of the peace.

B. An exception to specific duties can be made where employees are on the medical "Limited Duty" list and cannot perform the said duties.

C. The Township and the S.O.N.C. acknowledge that a policemen's primary responsibility is to perform police duties and his energies shall be utilized fully to this, except in case of emergencies or special circumstances.

ARTICLE XX: VACATIONS

A. Members of the Police Department covered by this AGREEMENT shall be granted the following vacation leave:

1. After six (6) months up to one year of service, one (1) working day per month of service.

2. From one (1) year up to and including the third (3rd) year of service fourteen (14) working days.

3. From the fourth (4th) year up to and including the sixth (6th) year of service, seventeen (17) working days.

4. From the seventh (7th) year up to and including the ninth (9th) year of service, twenty (20) working days.

5. From the tenth (10th) year up to and including the fourteenth (14th) year of service, twenty five (25) working days.

6. From the fifteenth (15th) year of service to retirement, thirty (30) working days.

B. Members may accumulate up to two year's allowable vacation leave, provided that only one year may be used in each subsequent year. However, the Chief of Police may, if the scheduling permits, waive the one year restriction in the use in the subsequent year.

C. Any employee who terminates his employment with the Township, or whose employment is terminated by the Township, shall be entitled to vacation time and/or vacation pay on a pro-rated monthly basis.

ARTICLE XXI: HOLIDAYS

A. 1. The following fifteen (15) days shall be observed as normal holidays during the years overed by this contract:

New Year's Day	Labor Day
Martin Luther King's Day	Columbus Day
Lincoln's Birthday	General Election Day
Washington's Birthday	Veterans' Day
Good Friday	Thanksgiving Day
Law Day (May 1)	Friday after Thanksgiving
Memorial Day	Christmas Day
Independence Day	

2. In addition to the 15 holidays specified above, each members Birthday shall be a paid holiday. The Members Birthday Day at his option may be taken off on his Birthday or another day or paid as additional compensation on December 1.

B. Compensation for holidays shall be as follows:

1. If a holiday falls or is included in a scheduled shift and the employee actually works on that holiday, he shall receive straight time pay for said holiday, and in addition thereto, he shall receive on December 1st of that year, one additional day's pay for working said holiday.

2. If a holiday falls or is included in a scheduled shift and the employee does not work on that holiday, he shall only receive straight time pay for that holiday but no additional day's pay on December 1st of that year.

3. If a holiday falls or is included on a normal day off, the employee shall receive on December 1st of that year, one day's pay for such holiday.

4. If a employee is on a duty related injury and that period of time falls on a holiday, he will receive one day's pay for said holiday on December 1st of that year for said holiday.



5. If a Superior Officer is on sick leave and that period of time falls on a holiday, he will be charged for the sick day, but will receive one day's pay on December 1st of that year for said holiday provided that period of sick time totals three (3) working days and he returns to work with doctor's certificate.

6. If a member is on a scheduled vacation day on any holiday he shall receive one (1) day's pay as additional compensation on December 1st.

7. In the event an officer is recalled for duty when he had been scheduled off by the Department to work a holiday his rate of pay for the holiday worked shall be two times (2X) his base rate in addition to the compensation included in sections above or he may take another day off for the scheduled off day worked.

C. Any employee who terminates his employment with the Township, or whose employment is terminated by the Township shall be entitled to holiday pay on a pro-rated monthly basis.

#### ARTICLE XXII: HOURS OF EMPLOYMENT

A. The normal work week of a police officer shall consist of forty (40) hours per week. The exact hours for particular employees shall be established by the Chief of Police and approved by the Mayor.

B. Regular overtime, provided the same is approved by the Chief of Police, shall be compensated at the rate of time and one-half of hourly earnings.

1. When a Patrolman or Detective is called into duty prior to the normal starting time for his scheduled beginning of an assigned shift, he shall be paid as follows:

a.) For any time period over four (4) hours prior to the start of the scheduled shift; on an hour for hour basis for actual time worked at the rate of one and one half times the hourly rate of pay.

b.) For a time period of four (4) hours prior to the start of the scheduled shift, four (4) hours pay at the rate of one and one-half times the hourly rate of pay.

c.) For any time period of less than four (4) hours prior to the start of the scheduled shift, the actual number of hours worked and one (1) additional hour premium at one and one half times the hourly rate of pay, not to exceed a total of four (4) hours pay at one and one-half times the hourly rate of pay.

C. For court appearances required while off-duty before the Grand Jury, Superior, County and Juvenile Courts in criminal matters, compensation shall be paid therefore at the rate of time and one-half of hourly earnings. The minimum compensation for such appearances shall be for four (4) hours, thereafter on a per hour basis at the aforesaid rate.

D. For Gloucester Township Municipal Court appearances required while off duty, where a police officer is unable to schedule such appearance during his regular work shift, or where the matter had been postponed or is otherwise continued and deferred by the Court, not at the request of the police officer and he is otherwise off duty, compensation shall be paid therefore at the rate of time and one-half of hourly earnings. The minimum compensation for such appearances shall be four (4) hours, thereafter on a per hour basis at the aforesaid rate.

All police officers shall schedule their appearances before the Gloucester Township Municipal Court during their regular work shift, if possible, and no compensation shall be paid for matters which might have been scheduled during a regular shift unless good cause exists, as approved by the Chief of Police.

F. For off duty appearances before any other court, judicial hearing, or juvenile intake hearing, one and one-half times the officer's hourly rate shall be paid with a four (4) hour minimum compensation and thereafter on a per hour basis. Off-duty Civil Court appearances pertaining to Gloucester Township will be paid at time and one-half rate with a minimum of four (4) hours.

G. For off duty attendance at Board of Education & Township functions and functions of other organizations such as athletic contests, dances, etc., the officer shall be compensated at the rate of thirty-five dollars (\$35.00) per hour.

H. All outside employment requests for police supervision made by private contractor working within the Township shall be posted by the Department monthly and rotated accordingly based on the list of volunteers who sign up for this employment.

1. The rate for outside employment shall be at thirty-five dollars (\$35.00) per hour. A minimum of four (4) hours work shall be provided. All such amounts to be paid according to Sections F, G and H above will be paid to the police officers by the Township and the Township will bill the outside employer.

J. In the assignment of outside employment required by the Board of Education and Township functions, the Township shall distribute such overtime fairly and equitably, and, wherever and whenever feasible and practicable, shall assign such overtime on a seniority basis with adequate advance notice. In assignment of Board of Education and Township functions, the Township agrees to a policy of first seeking volunteers for the functions before assigning employees. If there are no volunteers for the function, the Township shall assign employees to the function, but in no event shall the Township assign an employee to the function who is on his day off except in extremely emergent circumstances. In the event an employee is assigned (ordered) to one of the aforesaid functions, by the Township, he shall be compensated at one and one-half times his hourly rate of pay for a four (4) hour minimum, and on a per hour basis thereafter.

K. Court Time Civil Cases: Compensation in Civil Cases is dependent on the private arrangements made between the officer and requesting attorney. If, however, the requesting attorney refuses to pay the officer for his appearance, the Township will pay the officer in accordance with the outside employment rate of \$35.00 per hour. The Township will then bill the requesting attorney and utilize the Township's authority to collect same.

ARTICLE XXIII: DENTAL PLAN

The Township shall provide a closed panel Dental Plan, insurance company or other organization providing the same dental care, for employees covered under this AGREEMENT and his dependents. The Township will, upon request in writing 45 days prior to the end of the current Dental Providers contract, agree to reopen this Article to discuss a revised plan acceptable to both the police officers and the township. It is further provided that if both parties cannot reach an agreement arbitration will not apply and this provision to reopen this article is null and void.

ARTICLE XXIV: (NOT USED)

ARTICLE XXV: SHIFT DIFFERENTIALS

A. The following shift differentials shall apply for any member covered under this AGREEMENT for assignment to one of the following shifts on a permanent basis:

1. For the 8:00 a.m. to 4:00 p.m. shift, the normal rate of compensation.

2. For the 4:00 p.m.. to Midnight shift, in addition to the normal rate of compensation, there shall be paid a 4% additional shift differential.

3. For the Midnight at 8:00 a.m. shift, in addition to the normal rate of compensation, there shall be paid a 9% additional shift differential.

B. The following shift differentials shall apply for any member covered under this Agreement assigned to the three shifts on a regular rotating basis:

1. For the 8:00 a.m. to 4:00 p.m. shift, the normal rate of compensation.

2. For the 4:00 p.m. to Midnight Shift, in addition to the normal rate of compensation, there shall be paid a 2% additional shift differential.

3. For the Midnight to 8:00 a.m. shift, in addition to the normal rate of compensation, there shall be paid a 3% additional shift differential.

C. Rates shall be paid quarterly in the fixed amounts for Sergeants specified below based on the average earnings as a member assigned the entire quarter on a regular rotating basis.

As of January 1, 1993	\$211.00 Per Qtr.
As of January 1, 1994	\$219.00 Per Qtr.
As of July 1, 1994	\$220.00 Per Qtr.
As of January 1, 1995	\$230.00 Per Qtr.

C. 1. Rates shall be paid quarterly in the fixed amounts for Lieutenants specified below based on the average earnings as a member assigned the entire quarter on a regular rotating basis:

As of January 1, 1993	\$225.00 Per Qtr.
As of January 1, 1994	234.00 Per Qtr.
As of July 1, 1994	235.00 Per Qtr.
As of January 1, 1995	246.00 Per Qtr.

D. The following shift differential shall apply for any member covered under this Agreement assigned to the second and third shifts on a rotating basis as a Sergeant assigned to the Detective Division:

As of January 1, 1993	\$129.00 Per Qtr.
As of January 1, 1994	\$134.00 Per Qtr.
As of July 1, 1994	\$135.00 Per Qtr.
As of January 1, 1995	\$141.00 Per Qtr.

D. 1. The following shift differential shall apply for any member covered under this Agreement assigned to the second and third shifts on a rotating basis as a Lieutenant assigned to the Detective Division:

As of January 1, 1993	\$139.00 Per Qtr.
As of January 1, 1994	145.00 Per Qtr.
As of July 1, 1994	146.00 Per Qtr.
as of January 1, 1995	153.00 Per Qtr.

E. The above differentials will be disbursed (paid) on the first pay day following the end of each calendar quarter. Any Officer who is not assigned on either of the two categories for a full quarter will be compensated on a pro rated basis.

#### ARTICLE XXVI: COLLEGE CREDITS

A. On December 1st of each year, the Township shall pay to every Patrolman as additional compensation, the sum of Ten (\$10.00) Dollars per credit per year for college credits possessed by said police officer for undertaking, completing and satisfactorily passing college courses of study accepted toward an academic degree related to Law Enforcement, at any accredited college or university. In order to qualify for such compensation, said police officer must present and file an officially documented transcript of credits and secure the approval thereof by the Chief of Police at least thirty (30) days prior to December 1st.

B. Compensation shall be paid for credits in blocks of one (1) up to maximum of one hundred twenty (120) credits.

ARTICLE XXVII: PAYMENT AT HIGHER RANK

A police officer temporarily assigned and performing the work and duties of an officer of higher rank shall receive, upon the approval of the Chief of Police, the rate of salary or compensation of that higher rank. Such compensation shall be paid from the first day of performance of said work and duties of an officer of a higher rank.

ARTICLE XXVIII: WAGES & LONGEVITY

A. Wages shall be paid in accordance with the Salary Ordinance of the Township of Gloucester prepared in accordance with the attached Schedule A and B, Article XXIV, and all other provisions of this contract.

B. Longevity pay for extended service shall be determined on the basis of the employee's anniversary date of employment in accordance with the rates hereinafter set forth; and it shall be payable in one lump sum on December 1st of the year when the longevity rates become applicable to the particular employee, and on each December 1st thereafter.

C. Commencing on the anniversary date of employment of the beginning of the year of service indicated in the first column below until the end of the year of service indicated in the second column below, the employee who shall qualify therefore shall receive a sum equivalent to that percentage figure indicated in the third column below of his base salary rate for the current year:

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>
5th year through	6th year	5%
7th year through	9th year	6%
10th year through	12th year	7%
13th year through	14th year	8%
15th year through	16th year	9%
17th year through	19th year	10%
20th year through	retirement	12%

D. An officer may request that longevity be paid within his base salary.

E. Duty Officer: When a member of the SONC is required to maintain the status of Duty Officer in any given week, the officer will be entitled to compensation of 4 hours at the rate of time and one-half of the hourly rate to maintain the status of Duty Officer.

In the event that the Duty Officer is called in, it is understood that he will receive no additional compensation.

F. Staff Meetings: Members of SONC acknowledge that they may be required to attend monthly staff meetings of the Chief or his designee. Members shall be compensated a minimum 4 hours Comp Time at the rate of time and one-half (six hours straight time), thereafter on a per hour basis at the aforesaid rate.

#### ARTICLE XXIX: OUTSIDE EMPLOYMENT

Employees may engage in outside employment under the regulations and conditions contained in the Township Police Manual dated 1972.

#### ARTICLE XXX: PRESCRIPTION PLAN

A. The Township will provide for all members covered under this AGREEMENT a prescription plan for employees and their dependents. The maximum reimbursement for employees and dependents, combined, shall be a total of \$300.00 per year.



B. The Township agrees to provide a prescription eye glass and examination plan to employees and their dependents in an amount up to a total of \$300.00 per year for employees and dependants combined.

C. 1. Item A and B coverage may be combined to equal a single amount of \$600.00.

2. All medical bills that previously had been utilized by employees to reduce the prescription drug deductible shall be submitted to the Township and may be utilized by the Township as it deems necessary.

3. The \$600.00 combined figure may be used to offset any medical related deductibles and/or co-pays.

D. Any police officer retiring after 25 years of service after 1/1/93 will receive Township paid benefits for eyeglass, prescription and dental.

#### ARTICLE XXXI: F.O.P. OR P.B.A. OFFICERS, DELEGATES, OR TRUSTEES

A. Any F.O.P. or P.B.A. officers, delegates, or trustees shall be given time off without loss of pay to attend any local or state meeting or executive session of either organization providing the manpower needs of the department are not adversely effect, and the prior consent of the Chief of Police or his designee has been secured.

#### ARTICLE XXXII: EMERGENCY STANDBY

In the event that any member covered under this AGREEMENT is ordered to place himself on alert for duty in an emergency situation, he will be compensated at the rate of four (4) hours pay at the normal hourly rate of pay for each day on such emergency standby.

#### ARTICLE XXXIII: TRAINING

A. The Township agrees to provide transportation to and from training schools as incidental to the member's employment.

B. For training schools at any training area the Township agrees to provide to members covered under this AGREEMENT, daily round trip transportation in the form of a police vehicle or payment for mileage at the rate of twenty-two (.22¢) cents per mile.

ARTICLE XXXIV: SCHEDULING - COMPENSATION

A. For the years 1993, 1994, and 1995 the present existing schedule in effect on December 31, 1987 shall remain in effect for the length of this AGREEMENT for all members covered under this AGREEMENT.

B. Compensation: Any member covered by this AGREEMENT shall be compensated on a 8 hour day basis for all payments of accrued benefit days including sick, vacation and holiday pay. This clause applies to any member covered by this AGREEMENT who shall terminate, resign, separate under just cause and who shall qualify for the benefits under this AGREEMENT.

C. It is further understood that as long as the present schedule stays in effect, sick leave, vacation leave and holiday pay shall be computed as 1 day equalling 8 hours as per past practice under the existing work schedule.

ARTICLE XXXV: DUES DEDUCTIONS AGENCY SHOP

A. The Township agrees to deduct from the salaries of its employees subject to this Agreement dues for the S.O.N.C.. Such deductions shall be made in compliance with N.J.S.A. (R.S.) 52:14-15.9e as amended.

B. A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the S.O.N.C. and verified by the Township Treasurer during the month following the filing of such card with the Township.

C. If during the life of this Agreement there shall be any change in the rate of membership dues, the S.O.N.C. shall furnish the township written notice thirty (30) days prior to the effective date of such change and shall furnish to the Township either new authorization from its member showing the authorized deduction for such employee or an official notification on the letterhead of the S.O.N.C. and signed by the President of the S.O.N.C. advising of such changed deduction.

D. The S.O.N.C. will provide the necessary "check-off authorization" form and the S.O.N.C. will secure the signatures of its members on the forms and deliver the signed forms to the Township Clerk.

E. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Township Clerk. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14.15.9e as amended.

F. The Township agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of S.O.N.C. and transmit the fee to the majority representative.

G. The deduction shall commence for each employee who elects not to become a member of S.O.N.C. during the month following written notice from S.O.N.C. of the amount of the fair share assessment. A copy of the written notice of the fair share assessment must also be furnished to the new Jersey Public Employment Relations Commission.

H. The fair share fee for services rendered by the S.O.N.C. shall be in an amount equal to the regular membership dues, initiation fees, and assessments of S.O.N.C., less the cost of benefits finance through the dues and available only to members of the unit, but in no event shall the fee exceed eighty five percent (85%) of the regular membership dues, fees and assessments.

I. The sum representing the fair share fee shall not reflect the cost of financial support of political causes of candidates, except to the extent that it is necessary for the S.O.N.C. to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure the employees it represents advances in wages, hours, and other conditions of employment which ordinarily cannot be secured through collective negotiations with the employer.

J. Prior to January 1st and July 31st of each year, the S.O.N.C. shall provide advance written notice to the New Jersey Public Employment Relations Commission, the Township and to all employees within the units, the information necessary to compute the fair share fee for services enumerated above.

K. The S.O.N.C. shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the S.O.N.C.. This appeal procedure shall in no way involve the Township or require the Township to take any action other than to hold the fee in escrow pending resolution of the appeal.

L. The S.O.N.C. shall indemnify, defend, and save the Township harmless against any and all claims, demands, suites or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the S.O.N.C. to the Township, or in reliance upon the official notification on the letterhead of S.O.N.C. and signed by the President advising of such changed deduction.

M. The S.O.N.C. is required under this Agreement to represent all of the employees in the bargaining unit, and not only for members in the S.O.N.C., and this Agreement has been executed by the Township after it had satisfied itself that the S.O.N.C. is a proper majority representative.

ARTICLE XXXVI: ENLISTMENT AGREEMENT

A. All newly hired employees will receive Police Academy training at Township expense, and shall reimburse the Township for the costs of training and for such additional expenses incurred by the Township in connection with said employment and Academy training, provided said employee terminates his employment with the Township within three (3) years from the date of completion of the Police Academy training and becomes employed elsewhere in police related work.

B. In lieu of itemizing expense, the Township and S.O.N.C. agree that the maximum reimbursement required of any employee terminating employment with the Township shall be six thousand (\$6,000.00) dollars. Reimbursement shall be calculated on a pro-rated, per diem basis. The maximum reimbursement amount shall be reduced by the per diem rate for every day the employee retains his employment with the Township, up to the three (3) year period which commences with the employee's completion of the Police Academy training.

C. There shall be no reimbursement required in the event the employee is terminated or separated from employment with the Township for any of the following reasons:

1. Involuntary separation for reasons beyond the employee's control, such reason not being due to misconduct or personal delinquency during the three (3) year period.

2. Election to resign rather than to submit to a separation proceeding, provided that the reason for the pending separation is not misconduct or personal delinquency.

3. Receipt of orders to report for military service, other than training duty, upon submission of proof to the Township.

4. Disability impairing full performance as a police officer. The employee must submit to the Township acceptable medical evidence verifying said disability. If the Township disputes the medical evidence, then the employee shall be sent to a physician mutually agreed upon by the S.O.N.C. and the Township. The cost of the physician shall be equally borne by the parties. The decision of this physician shall be final and binding.

5. Any other reason deemed acceptable to the Township in its discretion.

6. In the event the employee is separated for personal delinquency or misconduct, he shall be required to reimburse the Township for basic training and additional expense incurred by the Township as enumerated in Sections A and B above.

#### ARTICLE XXXVII: TERMS AND CONDITIONS

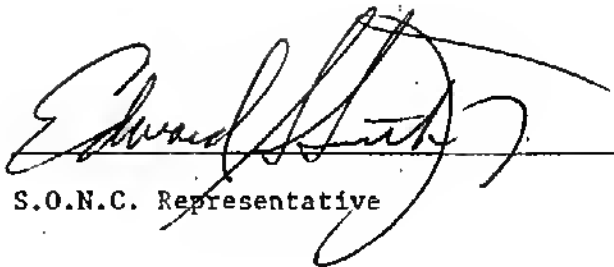
A. This AGREEMENT shall be in full force and effect from January 1, 1993 through and including the 31st of December, 1995. If either party wishes to terminate, amend, or otherwise modify the terms and conditions set forth herein at the time of expiration, said party must notify the other party in writing not less than one hundred twenty (120) days prior to such expiration.

B. This AGREEMENT shall remain in full force and effect on a day to day basis during collective bargaining negotiations between the parties extending beyond the date of expiration set forth herein.


C. Collective negotiations on the terms of a new AGREEMENT shall commence no later than September 1, 1995, and shall be completed before or no later than December 31, 1995.



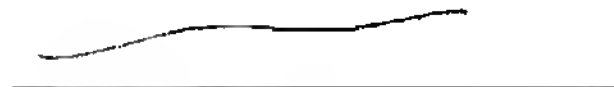
Mayor



S.O.N.C. Representative



Township Contract Consultant

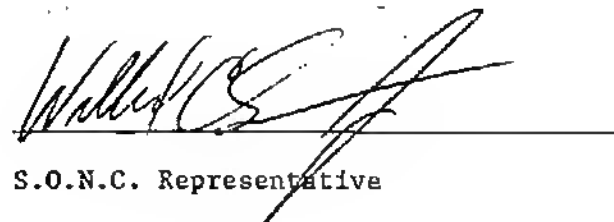


S.O.N.C. Representative

ATTEST:



Township Clerk



S.O.N.C. Representative

SUPERIOR OFFICERS CONTRACT  
SCHEDULE A  
SALARY SCHEDULE

<u>Classification</u>	<u>1/1/93</u>	<u>1/1/94</u>	<u>7/1/94</u>	<u>1/1/95</u>
Sergeant	\$50,359	\$52,373	\$52,635	\$55,004
Lieutenant	54,080	56,243	56,525	59,069
Captain	57,512	59,812	60,111	62,815



APPENDIX "A"  
SUPERIOR OFFICERS" CONTRACT 93/94/95

TOWNSHIP OF GLOUCESTER  
SUPERIOR OFFICERS' UNIT  
HEALTH BENEFIT PACKAGE  
FLEXIBLE PLAN MENU

Effective 1/1/93 the Township will provide an option to all Superior Officers covered under their Collective Bargaining Agreement for the year 1993 through 1995 to select either plan "A" which is the State Health Benefit Plan, (Blue Cross, Blue Shield, Major Medical or qualifying Health Maintenance Plans) the Township's Dental Plan, Eyeglass Plan and Prescription Plan. Plan "A" is the existing plan available currently (1989 and prior years)

Plan "B" will be a Flexible Benefits Plan, which will list a menu of benefits that an employee may choose. The employee will thereby be able to design their own Health Benefit/Other Benefits Package based on a limit of \$3,900.00 per year of the individual price tag amounts on the menu. The items in Plan "A" will be included on the Plan "B" menu.

Plan "B" Menu will include non taxable items and taxable items. On taxable items the amount of benefit credit will be charged to the employee's gross earnings as other compensation and full taxes, State and Federal including FICA will be deducted.

If a Senior Officer selects a schedule of items that exceeds the \$3,900.00 Benefit Credit provided in the Contract a payroll deduction may be made for the excess, however, this will be limited to 10% of the total Benefit Credit, which on the 93-95 contracts will be \$390.00 if the items selected exceed two menu items.

Once a menu is established for a calendar year there cannot be items added to or items deleted from the list. Annually, covered employees' representatives and the Mayor and Business Administrator will review the menu for revisions.

The menu, in the opinion of the Township, qualifies under Section 89 of the IRS Code effective 12/31/88; however, if any item is determined to be taxable by the IRS we will have to reclassify the item from the non-taxable to taxable schedule.